

JEANIE MEADOWS

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE MIDDLE DISTRICT OF ALABAMA  
3 SOUTHERN DIVISION

ORIGINAL

4  
5 CIVIL ACTION NO.: 1:05-CV-1091-MBF-VPM

6  
7 WILLIAM MEADOWS and JEANIE MEADOWS,  
8 Plaintiffs,

9 vs.

10 THE MEGA LIFE and HEALTH INSURANCE  
COMPANY, and its agent, MICHAEL JOSHUA  
11 MILFORD, et al.,  
12 Defendants.

13  
14 S T I P U L A T I O N S

15  
16 IT IS STIPULATED AND AGREED by and  
17 between the parties, through their  
18 respective counsel, that the videotaped  
19 deposition of JEANIE MEADOWS, may be taken  
20 before FRANCY HUGULEY HOPSON, Commissioner,  
21 at the Law Office of Dwain Hartwick, 105 E.  
22 College Street, Enterprise, Alabama, on the  
23 17th day of February, 2006.

Exhibit B

JEANIE MEADOWS

1 Q Childers. And does she still reside  
2 in this area?

3 A Yes, sir.

4 Q And that being Elba?

5 A No. She's in Enterprise.

6 Q Enterprise?

7 A Uh-huh. (Witness indicates  
8 affirmatively.)

9 Q Does Christopher and Christine have  
10 any children?

11 A One.

12 Q How old is that child?

13 A She's six years old.

14 Q Are you -- how far did you go in  
15 school?

16 A The seventh grade.

17 Q Seventh grade?

18 A Uh-huh. (Witness indicates  
19 affirmatively.)

20 Q Can you read and write?

21 A Yes, sir.

22 Q Have you ever obtained your GED?

23 A No, sir.

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1 Q Are you still seeing Dr. Fernandez?

2 A I haven't seen him in about three  
3 years now.

4 Q So sometime up until 2003. Does  
5 that sound about right -- 2002?

6 A I think the last time I seen him was  
7 probably 1999. I think that's the last time  
8 I seen him, I think.

9 Q Okay. Were you prescribed any  
10 medications for your --

11 A Well, I was prescribed medications.  
12 But I don't take any more of it now.

13 Q Okay. What medications were  
14 prescribed?

15 A Elmiron was one of them.

16 Q Elmiron?

17 A Uh-huh. (Witness indicates  
18 affirmatively.)

19 Q Okay. Tell me how you came to  
20 purchase the Mega policy.

21 A Well, I seen it advertised on TV.  
22 And I seen some brochures on different  
23 things -- going down the road, I think, or

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1 something like that. And I called about it.

2 Q What -- did you call an  
3 eight-hundred number?

4 A Yes, sir, I called an eight-hundred  
5 number.

6 Q Did you get that in a brochure, or  
7 was it something off the TV, or what?

8 A I think -- I took it off the TV, I  
9 think.

10 Q When you called the eight-hundred  
11 number, did you talk to a person or --

12 A I talked to a person.

13 Q What did they tell you? Can you  
14 recall that conversation?

15 A He told me that he represented Mega  
16 Life doings, and that he would be interested  
17 in coming out and talking to us about the  
18 insurance. And --

19 Q Did he -- I'm sorry. Go ahead.

20 A And he set up a time to come out and  
21 see us. I told him I'd have to let him know  
22 because of the way my husband worked.

23 Q When you called the eight-hundred

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1 number, did you get that person?

2 A I got that -- I got that person.

3 Q Do you remember who that person was?

4 A Michael.

5 Q So when you called the eight-number,  
6 you spoke directly to Michael Milford?

7 A Uh-huh. (Witness indicates  
8 affirmatively.)

9 Q Were you transferred or --

10 A No, sir. I spoke directly to him.

11 Q Okay. So he told you -- he said  
12 that he'd come out. At this time, did he  
13 tell you anything about the coverage?

14 A No. He said that we'd just wait.  
15 And he'd bring the stuff, and we'd talk  
16 about it when he got there.

17 Q Did you set up an appointment?

18 A Yes, sir.

19 Q Now, when he arrived -- can you  
20 describe Mr. Milford and tell me what he  
21 looked like?

22 A He probably was an average-height  
23 person. I don't know exactly how tall he

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1 front. The Bates label should be 5 -- I've  
2 got it here somewhere. I believe it should  
3 be 512 to 578 -- since it's mislabeled. Do  
4 you recall him showing you a brochure like  
5 that?

6 A Something similar to that, I think.  
7 But I can't remember exactly for sure how it  
8 looked. But I remember -- a flag and stuff  
9 like that, I remember that.

10 Q And I'm going to show you what's  
11 Bates labeled as ME0004813511 and ask you:  
12 Do you recall Mr. Milford -- this was also  
13 identified in your husband's deposition. It  
14 says Alabama Health Choice Benefit Plan. Do  
15 recall Mr. Milford showing you a document  
16 that looked like that?

17 A Yes, sir. Like that, yes.

18 Q And in particular, if you start  
19 looking at it -- let's just kind of flip  
20 through it right quick. Move it over there.  
21 You said you remember him going over the  
22 deductibles, and things like that, of the  
23 plan?

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1           A     Yeah. He showed me the deductibles.  
2     And then he started asking me about: Do we  
3     have any health problems, and stuff like  
4     that? And I started telling him about  
5     Vernon's problem, and I told him about my  
6     problem.

7           And then we went from there talking  
8     about -- he said, Now, they might want to go  
9     a waiting period on y'all's condition. And  
10    I told him, I said, Well -- I said, Now, if  
11    it's not going to cover us, I said, I don't  
12    want to have nothing to do with it. I said,  
13    But -- I said, I'm going to listen to what  
14    you've got to say.

15          Q     Okay.

16          A     And that's -- you know, that's where  
17    that went to right there. And then we  
18    started talking about the policy -- about  
19    what it would pay and what it wouldn't pay.

20          Q     Okay. Do you recall him kind of  
21    going through this --

22          A     Uh-huh. (Witness indicates  
23    affirmatively.)

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1 A Yes, sir.

2 Q Do you understand that that's saying  
3 -- you understand what an exclusion is,  
4 don't you -- what that means?

5 A Well, it means that, you know,  
6 you're not covered for so many years, or how  
7 many -- the time limit they put on it.

8 Q And you understand what the word  
9 limitation means, right?

10 A Yes, sir.

11 Q Then we go down to pre-existing  
12 condition. It says pre-existing conditions,  
13 as defined, unless losses incurred at least  
14 one year after the insured person's  
15 effective date of coverage.

16 Pre-existing condition means a medical  
17 condition, sickness, or injury, not excluded  
18 by name or specific description, for which,  
19 one, medical advice, consultation, or  
20 treatment, was recommended by or received  
21 from a physician within the one-year period  
22 before the effective date of coverage; or,  
23 two, symptoms existed which would cause an



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1 ordinarily prudent person to seek diagnosis,  
2 care, or treatment, within the one-year  
3 period before the effective date of  
4 coverage. Is that what that says?

5 A That's what it says there.

6 Q Okay. Do you understand what that  
7 means?

8 A Yes, sir.

9 Q That means if you have a  
10 pre-existing condition that's not excluded  
11 by name or specific description, it's not  
12 going to be covered for a year; is that  
13 right?

14 A That's what it says.

15 Q And you can read and understand  
16 that, can't you?

17 A Yeah. I can understand that.

18 Q And you could have read and  
19 understand that on March 12, 2002, right?

20 A Well, I understood what it said.  
21 But it's like when Michael went back and  
22 circled that -- when he come back and --  
23 because I --

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1 Q I'm going to get to that in a  
2 minute.

3 A Okay.

4 Q I'm going to get to the circling and  
5 all that. But you can read and understand  
6 that document?

7 A Yes, sir.

8 Q And if you'd have read and  
9 understood that document on March 12th,  
10 2002, you would have known that if it's a  
11 pre-existing condition that's not excluded  
12 by name or specific description, it will not  
13 be covered for a year -- according to what  
14 that document says, right?

15 A According to what that document says  
16 right there, yes.

17 Q And you have no problem reading and  
18 understanding that?

19 A No, sir.

20 Q Okay. Now -- so you and Michael  
21 Milford are sitting around the dining room  
22 table. And he's telling you -- and he  
23 brings up -- I think you said that you may

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1 not -- that you may have a waiting period?

2 A Yeah. He said we may have a waiting  
3 period because we've got health conditions.

4 Q Okay. So you knew that, because of  
5 these health conditions, there may be  
6 something associated with that, in relation  
7 to this policy, correct?

8 A Yes, sir.

9 Q Did he say anything other than there  
10 may be a waiting period?

11 A That's -- that's all he said was --  
12 if we -- if -- there would be a waiting  
13 period on the policy, on our conditions.  
14 But since we haven't had any trouble -- back  
15 since '95 -- that they probably would go  
16 ahead and cover us within two years.

17 Q Okay. That's what he told you?

18 A That's what he told us. Told --  
19 told me, to begin with.

20 Q Do you remember anything else that  
21 he said in regard to this waiting period, or  
22 being covered within two years?

23 A Not -- I can't think of anything

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1 there, he came -- y'all all sat at the  
2 kitchen table?

3 A Yes, sir.

4 Q You heard how he described it --  
5 that Mr. Milford was kind of in between the  
6 two of you -- the middle of the table?

7 A Uh-huh. (Witness indicates  
8 affirmatively.)

9 Q At that time, did Mr. Milford have  
10 the insurance policy?

11 A Not the insurance policy.

12 Q Which is Exhibit 3. He didn't have  
13 that, did he?

14 A He didn't have the insurance policy.  
15 He just filled out the forms on the back of  
16 it.

17 Q Okay. Which is the application?

18 A The application.

19 Q And did he leave documents with you  
20 there that day when he left?

21 A No.

22 Q Okay. Do recall there being -- what  
23 the discussions were after your husband

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1     been on the medication for his cholesterol,  
2     and stuff like that, he hasn't had no  
3     trouble, as far as his health -- heart  
4     condition. And --

5           Q     Did -- I'm sorry. Go ahead.

6           A     And he said he didn't feel like  
7     there'd be any problem writing the policy,  
8     but there'd probably be about a two-year  
9     waiting period on the policy, you know, as  
10    far as his health condition and mine.

11          Q     Did Mr. Milford tell you that would  
12    be a decision the company would have to  
13    make?

14          A     No. He didn't say that.

15          Q     Well, you understood that this was  
16    going to be submitted, and then the policy  
17    would be issued?

18          A     Yes, sir. That's what I understood.

19          Q     Mr. Milford was not making that  
20    decision there today. He was taking an  
21    application, setting up the necessary  
22    payment. I think you may have gotten a  
23    check from your son. And then you

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1 understood that that would be submitted to  
2 the company, correct?

3 A Yes, sir.

4 Q And you understood the company would  
5 make a decision, and then decide whether to  
6 issue the policy or not issue the policy?

7 A He said he'd take -- he'd take the  
8 stuff to the company, that the policy should  
9 be issued without no problem. That's what  
10 he told me.

11 Q Okay. So do you recall anything  
12 else that Mr. Milford told you on that day,  
13 March 12, 2002, that we haven't talked  
14 about?

15 A He just kept on telling me that as  
16 far as he knew that we'd be covered in --  
17 with -- on our conditions within two years.  
18 Because that was our main concern at that  
19 point.

20 Q Your main concern was having  
21 coverage --

22 A Yeah.

23 Q -- at some point in time for your

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1 A Yes, sir.

2 Q Did you do that?

3 A I read it.

4 Q You read the letter?

5 A I read the letter.

6 Q And did you read your policy?

7 A I read the policy when he come  
8 there. And me and him went through it. And  
9 that's when he said, You see, even though  
10 that -- he said, You're still covered after  
11 two years -- after, you know, with your  
12 pre-existing problems. I said, Okay.

13 So I didn't -- after this come in, I  
14 didn't pay no attention to it. Because he  
15 said it was in the policy -- like it was  
16 supposed to be.

17 Q But it says in bold there: Based on  
18 medical information received, it was  
19 necessary for us to attach an exclusionary  
20 endorsement to your coverage of insurance,  
21 right?

22 A That's what it says.

23 Q Okay. Depending on the conditions,

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1 the exclusions may be reconsidered in one  
2 year. We will need your written request for  
3 consideration of removal, along with such  
4 medical evidence, as may be available at the  
5 time which relates to the excluded  
6 condition. Do you see that?

7 A Yes, sir.

8 Q And you read this back in May of  
9 2002, right?

10 A Yes, sir.

11 Q Did you take nay -- undertake any  
12 efforts to request reconsideration of the  
13 exclusion of your husband's heart and  
14 circulatory conditions and your urinary  
15 conditions?

16 A No, sir, I did not.

17 Q Okay. So come May of 2003, you  
18 didn't go back to the company and say, We  
19 want this reconsidered. Will you please  
20 consider taking this off?

21 A No sir.

22 Q Well, let me ask you this. You  
23 understood that you were going to wait two



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1 years. But this says you could get that  
2 renewed in a year --

3 BY MR. BRADSHAW: Object to the  
4 form.

5 Q (BY MR. LAMPKIN:) -- Does it not?

6 BY MR. LAMPKIN: What's wrong with  
7 the form of the question?

8 BY MR. BRADSHAW: It doesn't say she  
9 can get it removed in two years. It says it  
10 may be reconsidered. That still leaves the  
11 control and authority of maybe --

12 BY MR. LAMPKIN: Could get it  
13 removed. I didn't say will be removed.

14 Q (BY MR. LAMPKIN:) Let me rephrase  
15 the question. You understood that you had a  
16 -- based on what you're telling me, that it  
17 was going to be two years?

18 A Two years.

19 Q This says you could ask that it be  
20 removed in a year, right?

21 A Yes, that's what it says. But I  
22 didn't think about it that way. I just went  
23 by what -- he said it probably still would

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1 be two years before they would write it -- I  
2 was covered. So I didn't question it. I  
3 just let it be.

4 Q You didn't do anything to try to  
5 re-seek reconsideration?

6 A Huh-uh. (Witness indicates  
7 negatively.)

8 Q And, as I understand it, you said  
9 your husband had not had any problems during  
10 this time; is that right?

11 A He hadn't had no trouble,  
12 whatsoever.

13 Q Okay. And then after you received  
14 this -- and you received the policy, right?

15 A Yes, sir.

16 Q Okay. And you just don't remember  
17 if these two were together?

18 A I don't remember if them two was  
19 together or not. I can't remember.

20 Q But you remember when you received  
21 the policy in May of 2002, you went through  
22 it --

23 A Yes, sir.

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1           Q    -- is that right?  Let's look at  
2   this portion of that document, Exhibit 3,  
3   that says, Henderson or HEND 96.  And this  
4   is the endorsement to the policy that your  
5   husband -- you were in here when I discussed  
6   this with your husband.  You don't dispute  
7   that that was contained in the policy when  
8   you received it back in May of 2002, do you?

9           A    No, sir.

10          Q    And it says:  Attached endorsement.  
11   Attached to and made a part of policy  
12   certificate number, 052301047, which I think  
13   is -- if we look over at one of the  
14   declaration's page, we can see that's the  
15   policy we're talking about -- the  
16   certificate number?

17          A    Yes, sir.

18          Q    Did you read over this?

19          A    Yes, sir.  That's the reason that I  
20   called Michael back, to find out for sure  
21   about all of it.

22          Q    It says:  There is no coverage or  
23   benefits provided for losses due to any

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1 disease or disorder of the heart and/or  
2 circulatory system on William V. Meadows; is  
3 that right?

4 A That's what it says.

5 Q And it says: There is no coverage  
6 or benefits provided for losses due to any  
7 disorder or diseases of the urinary system  
8 on Jeanie L. Meadows, correct?

9 A Yes, sir.

10 Q And you knew that whenever you read  
11 that, that this endorsement says: He  
12 doesn't have coverage for the heart and  
13 circulatory system, and you don't have  
14 coverage for the urinary system?

15 A Yes, sir.

16 Q And it says: Anything in said  
17 policy or certificate to the contrary,  
18 notwithstanding. This endorsement is  
19 effective on the effective date of the  
20 policy, slash, certificate, and shall expire  
21 concurrently with said policy, slash,  
22 certificate, unless otherwise terminated,  
23 correct?

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1           A     That's what it says.

2           Q     Okay. And you said that at that  
3 point you called Mr. Milford back?

4           A     Yes, sir.

5           Q     What happened when you called Mr.  
6 Milford back? What did you say to him?

7           A     I told him that I had some questions  
8 to ask him about the policy, would he mind  
9 meeting with me and going over the policy,  
10 to be sure I was reading it right.

11          Q     When did he -- did he -- what did he  
12 say in response to that?

13          A     He said that he'd come by. And we  
14 -- like I said, I don't remember when it was  
15 when he come back by. And we went over it.  
16 And he showed me this. Then he went back  
17 over to page number eight.

18          Q     He showed you this, being the  
19 endorsement --

20          A     Yeah, the endorsement about what it  
21 said. Then he come back over here, and he  
22 said, But, you see, this is pre-existing  
23 conditions. And he says, It says -- it

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1 still says two-year waiting period.

2 And I said, Well, if that's -- that's  
3 the case, I said -- I said -- I said, Do you  
4 mind circling it, to make sure that --  
5 everything, to make sure that I know what  
6 you're talking about? And that's what he  
7 did.

8 Q So it's your testimony --

9 A So I just didn't think nothing else  
10 about it, you know. He just told me that  
11 we'd be covered. And that's just the way I  
12 assumed it would be.

13 Q Let's look at that for just a  
14 minute. The circle -- it's your testimony  
15 that Mr. Milford circled that in -- the pink  
16 highlighting?

17 A Yes, sir.

18 Q And that says -- and this is page  
19 eight of the policy. It's under the  
20 definitions. Pre-existing condition means a  
21 medical condition, sickness, or injury, not  
22 excluded by name or specific description,  
23 for which -- and then it goes through the

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1 other part of it, right?

2 A Yes, sir.

3 Q Okay. And that not excluded by name  
4 or specific description is within what was  
5 circled; is it not?

6 A Yes, sir. All of it was circled all  
7 the way around it.

8 Q And you agree with me that the  
9 endorsement specifically mentions by name  
10 the heart, and specific description the  
11 circulatory system, for your husband; does  
12 it not?

13 A That's what it says on there.

14 Q And it also by name or specific  
15 description, urinary system for you,  
16 correct?

17 A Yeah.

18 Q Okay. So according to this  
19 definition, those are not included within  
20 the pre-existing condition, are they?

21 A Well, according to this one, it's  
22 not.

23 Q Okay. And according to that

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1 definition of pre-existing condition, a  
2 pre-existing condition means a medical  
3 condition, sickness, or injury, not excluded  
4 by name or specific description; isn't that  
5 correct?

6 A That's what it says.

7 Q And your condition and -- your  
8 husband's condition of the heart and  
9 circulatory system and your condition of the  
10 urinary condition were specifically named or  
11 by specific description in that endorsement,  
12 correct?

13 A That's what it says there. But he  
14 kept on saying it -- it still would be  
15 covered in two years.

16 Q Did he tell you that pre-existing  
17 conditions would be covered in two years?

18 A He said if we didn't have any  
19 problems for two years -- from both mine and  
20 his condition -- that it would pick it up  
21 and cover it.

22 Q Pick up what and cover it?

23 A If Vernon had a heart condition, or



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1 coverage, and we don't have it.

2 Q Anything else?

3 A That's about it. It just -- you  
4 know, the idea that he kept on telling us we  
5 have coverage, and we don't have the  
6 coverage. You know, it just led me to  
7 believe that within two years we would be  
8 covered.

9 Q And you know that, looking at  
10 this --

11 A After that, you know, looking at  
12 it --

13 Q You can see right there in the  
14 policy, it says that those are not covered,  
15 right?

16 A Yes, sir.

17 Q And you have the letter that says if  
18 you want to get them covered, you can ask us  
19 to cover them in a year, right?

20 A Yes, sir.

21 Q And you didn't do that, to try to  
22 get them covered the following -- a year  
23 later, did you?

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1 A No, sir, I didn't.

2 Q Okay. And you knew that -- you  
3 would have known that just reading the  
4 policy on your own, as to what the policy  
5 itself says; would you not?

6 A Well, I still would have probably  
7 had a little bit of trouble understanding it  
8 as much. Because when you start reading the  
9 whole policy doings, it -- you -- you flip  
10 from one thing, and it goes back to another  
11 thing. And it goes to another thing. And  
12 you get questions.

13 Q Yes, ma'am. But you know that that  
14 right there says for your husband, there is  
15 no coverage?

16 A Well, that's what -- that's what  
17 caught my attention. I read it. And then I  
18 got this. And that's the reason I called  
19 him back, to see what he would say about it.

20 Q But you know that that's what that  
21 says, right?

22 A Yes, sir.

23 Q And you know that on the application

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1 it said -- you were here when your husband  
2 -- -- that the agent has no ability to  
3 change or modify this policy, does he?

4 A Yeah.

5 Q Do you agree with me?

6 A Yes, sir.

7 Q And you signed off underneath that  
8 on the application, agreeing to all this?

9 BY MR. BRADSHAW: What was the  
10 question you just asked her? She was here  
11 when her husband answered that question, or  
12 she knew that question?

13 BY MR. LAMPKIN: Yes. She was here  
14 when her husband answered that question.

15 Q (BY MR. LAMPKIN:) And I think the  
16 follow-up is: You signed the application  
17 right below your husband, where you agreed  
18 that the agent had no authority to change or  
19 modify this policy, correct?

20 A Yes, sir.

21 Q So you understand that when you  
22 signed the application, right?

23 A Yes, sir.

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1 questions. Thank you, Jeanie.

2 THE WITNESS: Thank you.

3 BY MR. BRADSHAW: James, do you have  
4 anything else?

5 BY MR. LAMPKIN: I'm thinking.  
6

7 REEXAMINATION  
8

9 BY MR. LAMPKIN:

10 Q Mrs. Meadows, you do not dispute  
11 that you received that policy in May of  
12 2002, correct?

13 A Yes, sir.

14 Q And you do not dispute that you  
15 received that letter of May 9 in May of  
16 2002, do you?

17 A No, sir, I do not.

18 Q And when you got those, you read  
19 over both of them, correct?

20 A Yes, sir.

21 BY MR. LAMPKIN: That's all.  
22  
23